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The Solicitors' Journal

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Current Topics.

The Growth of Insurance.

THE opening last week by His Majesty of the handsome new building of the Chartered Insurance Institute in the City, and the various conferences and receptions following thereon, is a fresh reminder of the extraordinary growth of the principle and practice of insurance since its introduction into this country. Marine risks were the first to be systematically dealt with, the earliest case on the subject to come before the court being in the year 1550; thereafter they seem to have increased considerably in number for, by the statute 43 Elizabeth c. 12, which, after reciting the immemorial usage of policies of assurance "by means whereof it cometh to pass, upon the loss or perishing of any ship, there followeth the undoing of any man, but the loss falleth rather easily upon many than heavy upon few," and further reciting that few or no controversies had arisen out of the policies and that when any did arise they were ended by certain "grave and discreet merchants appointed by the Lord Mayor of the City of London as men, by reason of their experience, fittest to understand and speedily decide those causes," but that of late years divers persons had withdrawn themselves from that course of arbitration and had driven the assured to bring separate actions at law against each assurer, and in consequence of this, the Lord Chancellor was empowered to grant a standing commission to the judge of the admiralty, the Recorder of London, two doctors of the civil law, two common lawyers, and eight merchants, any three of whom were authorised by a later statute to determine in a summary way all causes concerning policies in London, with an appeal (by way of bill) to the Court of Chancery. It was an excellent idea, but it was premature; the ordinary courts looked askance at it; as was said "the tendency of the superior courts to draw to themselves all lucrative business was too strong" and a fatal blow was struck at its utility by the decision in *Came* v. *Moye* (1658), 2 Siderfin 121, where it was held that a judgment of the Commissioners was no bar to an action at law. Prohibitions to restrain them became frequent and the commission fell into disuse. This early effort to establish a commercial court thus proved abortive, but Lord MANSFIELD did what he could to remedy the lack of a special tribunal and in his hands the law was developed much as we know it. Although marine insurance led the way, other insurances soon developed, one of the earliest life policies dating from 1583. Fire policies were an obvious necessity, and these came in due time; and now we have all kinds of insurance from damage by hail to the calamity of twins. Some years ago it may be recalled, a very heavy litigation called forth a somewhat unusal insurance. The costs were extremely heavy, and after a long hearing, the judge reserved judgment, and as it seemed likely that it might be some considerable time before he would give his decision, the parties, taking into consideration the possibility of his decease, prudently took out a policy on his life to cover the costs that would be thrown away in the event of that contingency. As it happened, the learned judge, although never in very robust health, survived to give his decision, so the insurance company were not called upon to pay on that particular policy.

Tithes again.

THE hopes that the proposals embodied in the now deceased Tithe Bill would embody a compromise satisfactory to both tithe-payers and tithe-owners have unhappily proved unjustified by events. On 2nd June Viscount HAILSHAM announced in the House of Lords that the Government did not intend to proceed with the Bill, as they had come to the conclusion that they would not be justified in attempting to force their proposals upon the contending parties. As the Government, however, had reached the conclusion that it would not be right to let existing conditions continue indefinitely, they thought it would be right to give to all parties concerned a full opportunity of putting the facts and contentions which they desired to have considered before an impartial tribunal. Accordingly, the Government had decided to set up a Royal Commission with the widest terms of reference, namely, to inquire into and report upon the whole question of tithe rent-charge in England and Wales, and its incidence, with special reference to stabilised value, statutory remission, powers of recovery, and method and terms of redemption. The Government hoped to be in a position to announce the names of persons serving on the Royal Commission very shortly. In the course of the short discussion which followed the Bishop of Norwich emphasised the danger that lay in delay in appointing the Royal Commission and its report, and the possible consequence of cessation of payment by tithe-payers. The dangers of delay in dealing with this question cannot be too heavily stressed. A tithe-payer against whom the Ecclesiastical Commissioners recently obtained an order from the County Court to levy a second distress warned the Commissioners in open court that if they came with force they would meet force by force, as it was "the only thing now." The County Court judge promptly and properly replied that the bailiff would go to the farm alone and have no protection except his (the judge's) protection. Talk of this kind, whatever the provocation, is exceedingly dangerous, and it becomes of paramount importance to remove as speedily as possible the cause of grievance

that lies behind it. No considerations of haste, however, should prevent the whole subject from being thoroughly and carefully explored, as it would be disastrous again to produce a measure which set out to please everybody and ended by pleasing nobody.

Vermin in Flats.

THE natural aversion of human beings to things that creep and crawl usually finds some other outlet than litigation. But occasionally the subject finds its way into the courts. In *Belbridge Property Trust, Ltd.* v. *Milton* (78 SOL. J. 489), an action for rent of a flat, and a counter-claim for alleged negligence, nuisance and breach of the covenant for quiet enjoyment, Mr. Justice ROCHE dismissed the counter-claim both on the law and on the facts. The landlords' agents, though not legally bound to do so, had taken all possible steps to eradicate the beetles which were the subject-matter of the complaint at their source, and the defendant had gone away after giving them little more than a fortnight in which to remove the pests. Moreover, as the landlords had done nothing to attract vermin or let them loose they were not liable to the tenant. There is an implied warranty as to fitness for comfortable habitation in the letting of furnished houses or rooms, but the only implied warranty on the letting of unfurnished premises as to their physical condition is that in the Housing Act, 1925, s. 1, that houses let at a rent of £40 or less in the County of London or £26 or less elsewhere shall be fit for human habitation. The only method by which desperate tenants of better properties can seek to make landlords liable for verminous intrusions is by alleging that the landlords did something to attract the vermin. In *Stearn* v. *Prentice Brothers, Ltd.* [1919] 1 K.B. 394, the defendants carried on business as bone manure manufacturers on premises near the plaintiff's farm and heaps of bones on the defendants' premises caused rats to collect there, which made their way on to the plaintiff's land, doing substantial damage to his corn. It was held that there was no collection of bones to an unreasonable extent and the defendants were not liable. In *Bernerd* v. *Chandos Court Mansions, Ltd.* (*The Times*, 17th March, 1934), the plaintiff alleged that on the ground floor of the building in which her flat was situated there were empty "shells" of shops in which the defendants had allowed rubbish to accumulate, and so attracted hoards of mice. Mr. Justice GODDARD said that he failed to distinguish the case from *Stearn* v. *Prentice Brothers, Ltd.*, above. An example of a successful action of this nature is to be found in *D'Arcy* v. *Royal Cinemas, Ltd.* (*The Times*, 15th, 19th and 20th March, 1929), in which the jury found that an unusual quantity of animal and vegetable refuse had been left by the defendants on premises near the plaintiff's flat, and cockroaches were thereby attracted to the flat. On the question of breach of the covenant for quiet enjoyment, "Woodfall on Landlord and Tenant," 23rd ed., p. 887, puts the matter quite simply that "it has been said that for a breach of this kind there must be a physical interference with the demised premises and that a mere nuisance is not enough." In the majority of cases the problem "how best to rid us of our vermin" is left to the domestic cat, although sometimes the propensities of vermin for both fertility and long life call for the services of the expert pestologist. It is cold comfort for householders harassed by apparently insoluble vermin problems to be told that the law is clear, especially when it is more often than not clearly against them, but *Belbridge Property Trust Co., Ltd.* v. *Milton* shows the difficulties in the way of the tenant seeking legal relief.

Property in Petroleum.

AN interesting point with regard to a landowner's right of property in petroleum in its natural state below the surface of the ground was raised in the House of Commons on Monday during the passage of the Petroleum (Production) Bill through the committee stage. The Bill proceeds upon the assumption that the owner of the *solum* has a proprietary right in any petroleum which may be found thereunder in accordance with the usual principle and vests such property in the Crown upon which is conferred the exclusive right of searching, boring for and getting the same. Mr. SPENS, K.C., moved to substitute for the clause giving effect to the above the following: "His Majesty shall henceforth have the exclusive right of searching and boring for, and getting and appropriating, petroleum existing in its natural state in strata in Great Britain, and no person other than a person holding a licence under this Act for the purpose shall search or bore for such petroleum, and any such petroleum gotten or appropriated otherwise than by a person holding and in accordance with the provisions of such a licence shall be forfeited to His Majesty." This theory would assimilate the law relating to petroleum in its natural state to that concerning certain *res nullius*, such as wild animals and birds, in which property is obtained by capture, or water when confined in a tank or other artificial receptacle. The theory also would overcome the difficulty—in some cases the impossibility—of deciding rights of adjacent landowners in a flowing commodity. Moreover, the Bill itself, on this footing, would be of a less drastic character. The MARQUESS OF HARTINGTON intimated that the law officers had treated petroleum as if there was property therein in course of events in connection with family property. The amendment was, however, negatived and thus did no more than give rise to an interesting speculation.

Standardisation of Foodstuffs.

THE new legislation which is recommended by a Departmental Committee whose report has just been presented will include a recommendation in favour of legislation to empower the Minister of Health to make orders as to the contents and labelling of particular foodstuffs. An advisory committee is suggested whose business it would be to consult all the interests concerned and then make recommendations to the Minister as to fixing standards for various articles. The Departmental Committee has been at work now for some six months and the report is the result of evidence taken from a number of trade associations and public bodies. So far, little has been done in this country in the direction of standardisation of foodstuffs for human consumption, though it has been effectively done by the Fertilisers and Feedingstuffs Acts for consumption by cattle. In South Africa, Australia and Canada, however, the standardisation both of foods and drugs has been carried out with great elaboration; the result is that in those dominions the quality of food supplied is maintained with far less trouble and much more effectively than in the Old Country with its "nature, substance and quality" legislation giving all sorts of loopholes for evasion. After all, if you have a definite standard there can be no dispute or argument about the matter; and the man who supplies a foodstuff or a drug below the standard is convicted at sight. It is to be hoped however that when standardisation does take effect it will not be on the absurd and exasperating principle which has caused so much angry feeling in regard to milk. The Milk Regulations say that where a sample of milk contains less than 3 per cent. of fat-solids or less than 8.5 per cent. of non-fatty solids, it shall be presumed to be adulterated "unless the contrary be proved." Why not simply make it an offence to sell milk of inferior quality, i.e., below those percentages and have an end of the matter, instead of the troublesome "appeals to the cow" of which so much is heard? Then if a farmer's cows give milk below the standard he must use it for making cheese or butter instead of selling it for household use; and there need be no question of adulteration or purity at all. A definite standard *for human consumption* would be so simple and easy to enforce.

Reliance on a Seller's Skill.

When the Court of Appeal gave judgment in February of last year in *Cammell Laird & Co., Ltd.* v. *Manganese Bronze and Brass Co., Ltd.* [1933] 2 K.B. 141, it looked as if the tide had at last turned somewhat in favour of the seller of goods. The long line of cases culminating in *Baldry* v. *Marshall* [1925] 1 K.B. 260, had carried the interpretation of s. 14 (1) of the Sale of Goods Act, 1893, to such lengths that the seller seemed to be liable in practically every case, and for a time the *Manganese Bronze* Case must have brought him new hope. Just over a year later, however, the House of Lords, by reversing, unanimously, the decision of the Court of Appeal, dashed those hopes to the ground ((1934), 50 T.L.R. 350).

The case is one of great interest, both on account of its singularly fascinating facts, and on account of the admirably lucid analysis of s. 14 (1) contained in the opinion of Lord Wright in the House of Lords. The facts, shortly, were that Messrs. Cammell Laird contracted to build two motor ships for the United Molasses Co. and entered into a contract with the Manganese Bronze Co. for the supply of the two propellers. The two ships were to be sister ships, the "Athelfoam" and the "Athelbeach," known while at Cammell Laird's yard as ship No. 972 and 973, and were to be run on main propelling Diesel engines, made, in fact, by two separate firms. The Manganese Bronze Co. duly supplied two propellers, and the one for the "Athelbeach" was satisfactory. The one for the "Athelfoam," however, set up a knocking noise at certain speeds, namely, when the engine was at one of its critical periods. Cammell Lairds, therefore, tried the "Athelbeach" propeller on the "Athelfoam" and it was all right. Accordingly, without prejudice to the legal position, the Manganese Bronze Co. supplied another propeller, which again was unsatisfactory. A third propeller finally passed the tests. The practical question, therefore, was: Who was to bear the cost of the two unsuccessful propellers?

In this connection it becomes important to note the various things which were or were not conveyed to the knowledge of the Manganese Bronze Co. They were told that the propeller was to be fitted to engines No. 972 and 973 and was to be four-bladed right-hand 16 feet in diameter, with a pitch of 11 feet and a total developed area of 80 square feet. The maximum B.H.P. was to be 2,150 at 105 revolutions a minute. The design was further specified on blue prints sent by Cammell Lairds. On the other hand, the Manganese Bronze Co. was not explicitly told that the identical propellers were to be fitted to different makes of engine, and were not told the terms of the building contracts with the United Molasses Co.

On these facts, Scrutton, L.J., held that the plaintiffs had not made known to the defendants the particular purpose for which the propellers were required. To do that it would have been necessary in his view to make it clear that each propeller was to work on a particular ship fitted with a particular type of Diesel engine, and to give details of the ship and of the engine. Nor had the plaintiffs relied on the skill or judgment of the defendants, because by supplying blue prints they had indicated reliance on their own skill or judgment. In these conclusions he was supported by Lawrence, L.J. On the other hand, Greer, L.J. (the dissentient in the Court of Appeal), put the opposite view succinctly by saying: "The plaintiffs did make known to the seller that they wanted a propeller for the particular purpose of being used as the propeller of ship No. 972," and Lord Wright, with whose opinion the other members of the House of Lords agreed, held that "the respondents either knew all that was material to them as propeller makers to know about the vessel and her engines or could have ascertained by inquiry."

The more difficult question was as to whether there had been any reliance on the seller's skill or judgment. Here the difficulty was twofold. First, no one seems to have been able to do more than hazard guesses as to the real cause of the knocking noise. The Lloyd's surveyor summed it up by saying that "It was a very mysterious business." At various times various people had given various explanations, but even at the end of it all everyone appears to have been as baffled as at the beginning.

The sellers suggested three causes based on facts they did not know: (*a*) the nature and critical periods of the engine; (*b*) the low pitch ratio; and (*c*) bad fitting of the propeller to the shaft. Roche, J., found, as a fact, that there was no bad fitting, and that it could not be that.

Scrutton, L.J., formed the view that the basic cause was that the propeller was not suited to work in conjunction with the particular engine, as to which the defendants knew nothing. Lord Wright, on the other hand, was of the opinion that "the obscure cause of the trouble" was to be found in that part of the work which was undoubtedly left to the skill and judgment of the defendants, namely, the material, the finishing, and the scaling of the contours and other such matters outside the given plan.

Of course this aspect of the matter would not strictly be relevant if the view most clearly expressed by Lawrence, L.J., were the true one. He said: "It is plain that the contract which the appellants (the sellers) entered into is . . . a contract to manufacture a propeller according to a specific design and specific dimensions without reference to the particular purpose for which it was required." If it had been such a contract the only liability would have been that defined by "Benjamin on Sale," 7th ed., at p. 662, namely, "to execute the work according to the plan and in a workmanlike manner, and to exercise due care and skill in the selection and testing of materials." The second question on this part of the case therefore was whether it was such a contract. In short, what was the effect of the buyers delivering blue prints setting out dimensions and the like? Greer, L.J., said: "I think that the request for a propeller means this: 'We tell you the size we want and we give you the plan which gives the dimensions, but we rely upon you to give us a propeller which will be suitable for its purpose and of those dimensions'": with the implied proviso that it was not an impossibility for a propeller of such size and dimensions to be suitable to the purpose. It is important to note that Lord Wright cast doubt on such a proviso, saying that "Where a manufacturer undertakes to produce a finished result according to a design or plan he may be still bound by his bargain even though he can show an unanticipated difficulty or even impossibility in achieving the result desired with the plans or specification."

The main argument for the sellers in the House of Lords was that the reliance specified by s. 14 must be total and absolute, and that the buyers could not recover if in any respect they relied on their own skill or judgment. In this, however, they were faced with a judgment of Lord Sumner's, couched in the wonderful prose which came natural to that great judge, which is perhaps not sufficiently well known. It is unfortunate that a most valuable examination of s. 14 was not considered of sufficient importance to be put in the Law Reports and only Commercial Cases has preserved the case of *Medway Oil and Storage Co.* v. *Silica Gel Corporation*, 33 Com. Cas. 195. Lord Sumner there said: "The section does not say that the reliance on the seller's skill or judgment is to be exclusive of all reliance on anything else . . . The reliance in question must be such as to constitute a substantial and effective inducement which leads the buyer to agree to purchase the commodity." Lord Wright, in language worthy of comparison, said: "It follows, I think, that a reliance partial but substantial and effective will bring the implied condition into play." Putting the case on still broader grounds, he said: "There is no general rule that where a maker agrees to make a machine of a description which it is in the course of his business to supply in accordance with a design or specification given him by the buyer, sub-s. (14) (1) must necessarily be excluded."

It is of interest to observe that the House of Lords were unanimously content to decide the case on a clause in the contract to the effect that the propeller was "To be to the entire satisfaction of the owner's representative and ourselves," holding that there had been a breach of this clause by the sellers, a view which Roche, J., as well as Scrutton and Lawrence, L.JJ., had rejected. Greer, L.J., found himself alone in such an opinion until the House of Lords was reached. The view of the minority, in the ultimate result, was that an article made in accordance with contract could not be rejected under such a clause. The view finally upheld was that the clause being inserted because there was a person outside the contract with the propeller maker who had to be satisfied, the propeller was not in accordance with contract if that outside person, the owner for whom the ship was being built, *bona fide* expressed, and was entitled to express, dissatisfaction. But this aspect of the case has not perhaps the same general importance as the other grounds for holding the sellers liable which are discussed at length in the opinion of Lord Wright and concurred in by the rest of the House of Lords.

Arbitration.

THE passing into law of the Arbitration Act, 1934, which received the Royal Assent on 17th May (although it will not come into operation until next January) marks an important step forward in the development of arbitration procedure and consideration of its provisions and their effect should not be unduly postponed. The Statute, like the principal Act of 1889, does not apply to Scotland or Northern Ireland: and construed as one with that Act and combined with the Arbitration Clauses (Protocol) Act, 1924, and the Arbitration (Foreign Awards) Act, 1930, it will form a new group of statutes known as the Arbitration Acts, 1889 to 1934.

The repeals are few and may easily be noted in existing text-books. Section 16 of the Administration of Justice Act, 1920, goes. (That section dealt with the appointment of arbitrators where the submission provided for three.) A new section (3) dealt with below makes that obsolete. As regards the Act of 1889 the changes are as follows: Paragraph (*b*) of s. 7; the whole of s. 19; paras. (*c*) and (*e*) of the First Schedule are all expunged; and the words "have allowed their time or extended time to expire without making an award or" in para. (*d*) of that schedule are also deleted.

Other changes may be noted affecting other statutes. Thus s. 69 of the Solicitors Act, 1932 (which empowers a court before which any proceeding is being heard or is pending to charge property recovered or preserved in the proceeding with the payment of solicitors' costs), shall apply as if an arbitration were a proceeding in the court, and the court may make declarations and orders accordingly.

Again, in the Agricultural Holdings Act, 1923, the following sub-sections are to be inserted after sub-s. (5) of s. 16 of the Agricultural Holdings Act, 1923:—

"(5A) Sections 110 to 112 inclusive of the County Courts Act, 1888 (which provide for the issue of summonses to witnesses in County Court actions and the enforcement of such summonses and the bringing up of prisoners to give evidence in such actions), shall apply to any arbitration under this Act as if that arbitration was an action or matter in the County Court.

"(5B) The High Court may order that a writ of *habeas corpus ad testificandum* shall issue to bring up a prisoner for examination before any arbitrator appointed under this Act, if the prisoner is confined in any prison under process in any civil action or matter."

The general amendments of the law relating to arbitration are to be found in the first fifteen sections of the Act, and may be summed up thus in consecutive order of the sections:—

(1) An arbitration agreement is not to be discharged by the death of one of the parties thereto, but is to remain enforceable by or against the personal representative of the deceased. This, however, is not to affect the operation of any enactment or rule of law by which death extinguishes a right of action.

(2) Where a contract provides for arbitration and one of the parties to it is bankrupt, if the trustee adopts the contract the provision is to hold good. If any matter to which the arbitration agreement applies needs to be determined in connection with the bankruptcy proceedings, the Bankruptcy Court may order the matter in question to be arbitrated accordingly.

(3) Where an arbitrator or arbitrators or an umpire is or are removed or the appointment of one or more of them is revoked, the court may either (*a*) appoint a person to act as sole arbitrator, or (*b*) set aside the agreement for arbitration.

(4) Where an arbitration agreement provides that the reference shall be to three arbitrators, one to be appointed by each party and the third by the other two, the agreement is to have the effect of making the third arbitrator an umpire; but where there are to be three arbitrators, appointed otherwise, the award of any two of them is to be binding.

(5) Paragraph (*b*) of the 1st Sched. to the Act of 1889 is to read thus: "If the reference is to two arbitrators, the two arbitrators shall appoint an umpire immediately after they are themselves appointed"; and at any time after the appointment of an umpire (however appointed) the court is to have full power to order the umpire to conduct the reference as sole arbitrator.

(6) Arbitrators and umpires must use due dispatch. The court may, upon cause shown, remove an arbitrator or umpire for delay, in which case he will lose his remuneration. Subject to s. 10 (2) of the principal Act, power is given to make an award at any time.

(7) The 1st Sched. to the principal Act is to be amended by the following additions:—

"(*j*) the arbitrators or umpire shall have the same power as the court to order specific performance of any contract other than a contract relating to land or any interest in land:

"(*k*) the arbitrators or umpire may, if they think fit, make an interim award."

(8) Various additional powers are given to the court. These include power to make orders in respect of (*a*) Security for costs; (*b*) Discovery and interrogatories; (*c*) Evidence by affidavit; (*d*) Private examinations on oath; (*e*) Preservation, interim custody and sale of goods which are subject-matter of a reference; (*f*) Security for amount in dispute; (*g*) Detention, preservation or inspection of property in dispute; and (*h*) Interim injunctions and the appointment of a receiver.

(9) An arbitrator or umpire may (and shall if so ordered) state a question of law or all or part of an award as a special case: this will apply to an interim award. A decision of the court under this section is to be deemed to be a judgment under s. 27 of 15 & 16 Geo. V. c. 49, but leave to appeal from such decision will in future be necessary.

(10) Where leave is given to enforce an award as a judgment or order, judgment may be entered in terms of the award.

(11) In the absence of directions to the contrary, money awarded is to carry interest from date of award at same rate as a judgment debt.

(12) Any provision in an arbitration agreement that either or both parties pay his or their own costs in any event will in future be void. If the award contains no provision as to costs the court may refer it back.

(13) If an arbitrator or umpire refuses to deliver his award except on payment of the fees he demands, the court may order the award to be delivered subject to payment of the fees demanded into court to await taxation.

(14) Where an arbitrator is not impartial or the dispute referred involves a question of fraud, the court may give relief by injunction restraining him from proceeding.

(15) Section 11 of the principal Act is amended by the insertion of the words "or the proceedings" after the words "has misconducted himself" (in both places where those words occur).

Section 16 deals with limitation of time for commencing arbitration proceedings. The Statutes of Limitation are to apply to arbitrations as they apply to proceedings in the court; and despite any agreement to the contrary every cause of action will for this purpose be deemed to have accrued in respect of any such matter at the time when it would have accrued but for that term in the agreement. (Several subsections following this relate only to the application of this matter to s. 496 of the Merchant Shipping Act, 1894.)

Where an agreement to refer future disputes to arbitration provides that claims under the agreement shall be barred unless notice to appoint an arbitrator is given, or an arbitrator is appointed, or some other step to commence arbitration proceedings is taken within a time fixed by the agreement, and a dispute arises to which the agreement applies, the court may intervene, on terms, to extend the time as justice may require. Again, where the court sets an award aside or intervenes to order that after an arbitration has begun, the arbitration agreement shall cease to have effect with respect to the dispute referred, the court may further order that the period between the commencement of the arbitration and the date of the order of the court shall be excluded in computing the time prescribed by the Statutes of Limitation.

STATUTORY ARBITRATIONS.

The Act is to apply generally to "every arbitration under any other Act passed before or after the commencement of this Act" as if such arbitration were pursuant to an arbitration agreement (except where there is inconsistency). But this Act is not to apply to any arbitration to which the principal Act does not apply when amended hereby. Beyond that, the following provisions of the new Act (set out in a Second Schedule) are not to apply to statutory arbitrations: Sections 2, 3, 14 and 16, sub-ss. 1 (1), 8 (2) and 12 (1).

Carriage Entrance over Footway.

IN our issue of 24th June, 1933, the respective rights of property owners and local authorities with regard to the construction of a carriage entrance over the pavement were discussed and the decision of the Court of Appeal (Scrutton and Slesser, L.JJ., Eve, J., dissenting) then just given, in *Marshall* v. *Blackpool Corporation* was referred to. That decision has now been reversed by the House of Lords (78 SOL. J. 488). The question turns upon the scope of s. 62 of the Blackpool Improvement Act, 1879, but is of more than local importance in that, apart from similar provisions relating to other particular areas, s. 18 of the Public Health Acts (Amendment) Act, 1907, is in substantially the same terms. It was suggested in the article referred to that but for the Court of Appeal's decision provisions of the nature of those sections might be regarded as purely regulative and reference was made to the dissenting judgment delivered by Eve, J. Section 62 of the Blackpool Act is as follows: "Every person desirous of forming a communication for horses or vehicles across any footpath so as to afford access to any premises from a street shall first submit to the corporation a plan of the proposed communication, showing where it will cut the footpath, and what provision (if any) is made for kerbing and for a paved crossing and the dimensions and gradients of the necessary works, and after having obtained the sanction of the corporation may execute the works at his own expense under the supervision and to the satisfaction of the surveyor and not otherwise . . ." The section goes on to impose a penalty if horses or vehicles pass over the footway before such a communication has been made. It may be recalled that on a case stated by the Lancashire Quarter Sessions a Divisional Court of the King's Bench Division held that the section did not entitle the corporation to refuse the applicants, who were motor-coach proprietors, access over the pavement on the ground of safety and convenience of persons using the highway and did not over-ride the paramount right of an owner of adjoining premises to gain access to the highway. The Court of Appeal held in substance that, while the corporation were entitled to take into consideration these matters and the nature of the proposed user of the communication in sanctioning or proscribing access at a particular point, they were not entitled on these grounds alone to refuse a crossing at all, nor were they entitled to have regard to the fact that the actual use of the property for parking motor-coaches was contrary to a prospective town-planning scheme.

The House of Lords set aside the order of the Court of Appeal and restored that of the King's Bench Division. Dealing with the rights of the appellants if no such enactment as the section existed, Lord Atkin, who delivered the judgment of the House, pointed out that an owner of land adjoining a highway has a right of access thereto from any part of his premises. The rights of the public to pass along the highway are subject to that right of access, just as the right of access is subject to the rights of the public, and must be exercised subject to the general obligations as to nuisance and the like imposed on a person using the highway. Apart from any statutory provision, in the course of his judgment, as reported in *The Times*, 26th June, the learned lord said that there was no obligation on an adjoining owner to fence his property from the highway. Subject to special statutory provisions protecting footpaths, the right of access was not affected by the fact that part of the highway was only dedicated as a footway, or was otherwise lawfully appropriated to foot passengers. The passage of the public along a footway was always liable to be temporarily interrupted by adjoining owners' right of access, whether to the footway or to the roadway. The dangers, if dangers there were, to a pedestrian having his path crossed by vehicles exercising rights of access might be increased, and lawfully increased, by the adjoining owner or owners increasing their means of access. A statement by the Lord Chief Justice in the Divisional Court to the effect that it would be remarkable to find an adjoining owner's well-established right of access taken away without compensation unless there were very plain words to that effect (especially by a local Act) was endorsed by Lord Atkin, who said that as far as he could see the section did not purport to affect the right at all. The place of the communication was to be stated not to enable the corporation to reject it apart from the nature of the works, but to fix it on the plan and enable them to judge what provision was made for kerbing and for a paved crossing, and to consider the dimensions and gradients of the necessary works.

On the question of the relevance of the proposed user of the crossing the learned lord said: "Plainly the corporation may consider the nature of the proposed user in order to judge how the way should be constructed, both as to surface and kerbing and in relation to the gradient. If the actual works, either by the steepness of the gradient or the depth of the side kerbing, would be likely to affect the safety of pedestrians on the footway or of vehicles on the roadway, there seems to me to be no reason why they should not take those factors into account. But in my opinion they are not entitled to take into account questions of safety and convenience of the public except in so far as affected by the nature of

the works. They may not, therefore, take into account the nature and extent of the proposed user of a communication in itself safe and sufficient for that user. That user is . . . controlled by the general highway law."

The decision is one of great importance to local authorities. Once it has been settled that the works in connection with the access to the roadway are satisfactory as works, enactments of the kind under consideration cannot be invoked to prevent access however crowded by pedestrians and vehicles a highway may be.

Company Law and Practice.

Dividends.

THERE are few subjects in the whole realm of company law of more complexity than the questions which arise in connection with the profits, and with the capital of the company. Dividends can only be paid out of profits, or, perhaps more accurately, cannot be paid out of capital. Stated thus, that appears to be a simple and straightforward proposition, easily capable of application, but experience shows that this is by no means so. Lord Macnaghten stated in one case that, though difficulties might arise in accurately expressing the theory, in practice each particular case could be decided without difficulty. The difficulties which arise in connection with the application of the proposition enunciated above, arise as soon as one starts to consider what are profits, and what is capital for the purposes of the statement.

Before dealing with the above as an abstract proposition of law, it is, perhaps, desirable to say that the profits of a company can only be distributed in the manner provided by the memorandum, or, in default of provisions in the memorandum, in the manner provided by the articles of association. This, of course, is subject to the qualification that neither the provisions of the memorandum nor of the articles can be applied if they are contrary to the law. The memorandum or the articles will usually provide for the manner in which, as between shares of different classes, the profits of the company available for distribution are to be divided. It is not, however, so far as the writer is aware, necessary that the class rights should be defined either by the memorandum or by the articles—indeed, one frequently finds in practice that the company in general meeting increases the share capital and attaches rights to the new shares which are never incorporated in the articles at all, but continue to exist merely in the resolution creating the shares. This is a bad practice, and cannot be too strongly condemned.

Apart, however, from the provisions—be they in the memorandum, or in the articles, or merely in the resolution creating the shares—as to the distribution between different classes of shares, one nearly always find an article (as Art. 91 of Table A) that no dividend shall be paid otherwise than out of profits. This is, in effect, merely a reminder of the existing state of the law, but one not infrequently finds an article to the effect that no dividend shall be paid except out of the profits arising from the business of the company.

Articles in this latter form are, however, much less common than they used to be, for the reason that they unduly hamper the company in certain respects. Thus, if a company carrying on the business of, say, caterers, makes a profit on the sale of an investment, it might be precluded from distributing such a profit by way of dividend under an article in the form suggested. I say " might " because it will be appreciated that, in dealing with abstractions in a subject as concrete as the present one, it is necessary to be somewhat general in one's observations.

There is one case in which dividends may be paid otherwise than out of profits, and indeed, may be paid out of capital, and that is under the very stringent safeguards laid down in s. 54 of the Companies Act, 1929. This section provides that where any shares of a company are issued for the purpose of raising money to defray the expenses of construction of any works or buildings, or the provision of any plant which cannot be made profitable for a lengthened period, the company may pay interest (and the section, it will be observed, does not say dividend, although that is what it is, the object, perhaps, being to gild the pill) on the paid-up capital, and may charge the sum to capital. I will not here take up space by enumerating the restrictions, but the most important one is that the previous sanction of the Board of Trade is necessary.

Section 54 constitutes only a very minor exception to the general rule, and it is not a section to which recourse is very frequently had ; and we had better return to the general law on the subject. It is stated in " Gore-Browne " that during 1927 one application, and during 1928 three applications, were made to the Board of Trade under the section, each such application being granted. I touched just now on the distribution of a profit not arising out of the business of the company, and this is probably a convenient point at which to say one or two words about profits of this kind. It seems clear, on the authority of *Lubbock* v. *British Bank of South America* [1892] 2 Ch. 198, that a company, if so authorised by its articles, may distribute by way of dividend a realised capital profit. In that particular case the company's business was sold for a sum in excess of its capital, and it was held that the surplus was distributable as profit ; but it must be borne in mind that, in any case of this kind, it is only the surplus which is distributable. It is sometimes found in practice that this apparent truism is overlooked. A note of warning is, however, necessary with regard to *Lubbock* v. *British Bank of South America*, *supra*, for it is not an authority for the proposition that an unrealised capital profit can be distributed, and, though this is an operation which is sometimes carried out, it is not to be recommended.

What, you may ask, is the importance of all this ? It is a matter of great importance to the directors, for they may be personally liable, if dividends are wrongfully paid out of capital, to make good the sums so paid (see *Re Kingston Cotton Mills* (No. 2) [1896] 1 Ch. 331). In this connection the payment of interim dividends calls for some attention. It is usual for articles of association to contain a provision allowing the directors to make payments of interim dividends—Art. 90 of Table A is a fair example : " The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company."

It is the duty of the directors, before deciding to make any interim distribution, to satisfy themselves by proper evidence that the position of the company is such as to justify the payment of an interim dividend ; but if they take reasonable precautions as to this, it is conceived that they could hardly be held liable if it turned out subsequently that the dividend was not justified. By way of analogy there may be mentioned *Stringer's Case*, 4 Ch. App. 475, and *Rance's Case*, 6 Ch. App. 104, which show that directors who act *bonâ fide* on information which subsequently turns out to be over optimistic are not necessarily liable for such acts. One other case which may be turned to in this connection (it will have to be the subject of further mention later) is that of *Dovey* v. *Cory* [1901] A.C. 477, which set at rest a vexed question which arose in the liquidation of the National Bank of Wales. Summarised for this purpose, it may be said that, as a result of this case, directors are entitled to rely on the responsible officers of of the company, unless they have reason to suspect them.

However, there is some further protection to be obtained from the case of *Lagunas Nitrate Syndicate* v. *Schroeder*, 85 L.T. 22, which is authority for the proposition that the declaration of an interim dividend does not create a debt, and that the directors can cancel it prior to payment. In this respect, of course, it differs from a true dividend, for the latter becomes a debt when it is declared, and can then be sued for : *Artisans Land & Mortgage Corporation* [1904] 1 Ch. 796. The period of

limitation in such a case is twenty years, for it is a specialty debt. There have been articles in such a form that the declaration is not a condition precedent to the right to sue, but articles in such a form are not common.

But the directors do not stand to be shot at by every shareholder, irrespective of whether or not such shareholder had any knowledge of the fact that the payment of dividend was out of capital, for a shareholder who receives and retains dividends knowing they were paid out of capital, may be compelled to indemnify the directors to the extent of the dividends so received: *Moxham* v. *Grant* [1900] 1 Q.B. 88. Also, a shareholder who receives and retains a dividend paid out of capital, knowing that it has been so paid, cannot bring a representative action against the directors for their breach of their duty on behalf of himself and all other the shareholders of the defendant company: *Towers* v. *African Tug Co.* [1904] 1 Ch. 558. A person wishing to succeed in that sort of way must first of all get himself into the position of Cæsar's wife.

A Conveyancer's Diary.

Sub-Mortgages under the L.P.A., 1925—II.

Last week we considered the position of sub-mortgagees before the passing of the L.P. Act, 1925. We will now consider how their position is affected by that Act.

Let us first take the case of freeholds. If the head mortgage was a charge by way of legal mortgage, the sub-mortgage will be effected by a simple transfer of the benefit of the head mortgage, subject to redemption by the sub-mortgagor. Under s. 114 of the L.P. Act, 1925, this transfer will pass to the sub-mortgagee the right to exercise all the powers of the sub-mortgagor under the head mortgage. On a sale by the sub-mortgagee under the head mortgage, his conveyance will operate to vest the fee simple in the purchaser (s. 88 (1)). On a sale by the sub-mortgagee under the sub-mortgage alone, the sub-mortgagee will assign to the purchaser the mortgage debt due under the head mortgage discharged from redemption under the sub-mortgage (s. 104 (1)), and also the benefit of the legal charge. In the event of subsequent default being made under the head mortgage, the purchaser as a person deriving title under the sub-mortgagor will be able to sell and convey the fee simple under s. 88 (1).

We will now take the case where the head mortgage was a mortgage of freeholds by demise or, having been created before 1926, was converted by the L.P. Act, 1925 into a mortgage for a term of years: 1st Sched., Pt. VII, para. 4, of the L.P. Act, 1925. The sub-mortgage cannot be made by assignment of the mortgage term: s. 86 (2). It must, therefore, be made either by a sub-demise or by a charge by way of legal mortgage: s. 86 (1). In the latter case, the sub-mortgagee will have the same powers and remedies as if a sub-term less by one day than the head term had been created in favour of the sub-mortgagee. In the former case the nominal reversion expectant on the determination of the sub-mortgage term is left outstanding in the sub-mortgagor. If the sub-mortgagee sells under the head mortgage, the outstanding nominal reversion will be merged by the conveyance. By s. 88 (1) when an estate in fee simple has been mortgaged by the creation of a term of years absolute or by a charge by way of legal mortgage, and the mortgagee sells under his statutory or express power of sale—

> "(*a*) the conveyance by him shall operate to vest in the purchaser the fee simple in the land conveyed . . . and thereupon
>
> "(*b*) the mortgage term or the charge by way of legal mortgage and any subsequent mortgage term or charges shall merge or be extinguished as respects the land conveyed;"

This provision is supplemented by sub-s. (5), which reads: "In the case of a sub-mortgage by sub-demise of a long term (less a nominal period) itself limited out of an estate in fee simple, the foregoing provisions of this section shall operate as if the derivative term, if any, created by the sub-mortgage had been limited out of the fee simple, and so as to enlarge the principal term and extinguish the derivative term created by the sub-mortgage as aforesaid, and to enable the sub-mortgagee to convey the fee simple or acquire it by foreclosure, enlargement or otherwise as aforesaid."

It seems obvious that sub-s. (5) does not apply where the sub-mortgagee is selling under the sub-mortgage only. The Legislature can never have intended that a sub-mortgagee should be able to convey the land free from the right of redemption by the original mortgagor who has made no default and, it may be, has had no notice either of the existence of the sub-mortgage or of the intention of the sub-mortgagee to sell. But the mortgage term created by the head mortgage is a "term of years absolute" which by the sub-mortgage "has been mortgaged by the creation of another term of years absolute limited thereout." The case thus falls within s. 89 (1) of the Act of 1925, and the conveyance by the sub-mortgagee selling under the sub-mortgage will operate to convey to the purchaser, not only the sub-term created by the sub-mortgage, but also (unless expressly excepted with the leave of the court) the nominal reversion left outstanding in the sub-mortgagor. If default is subsequently made under the head mortgage, the purchaser from the sub-mortgagee will be a person deriving title under the sub-mortgagee and be able to convey the fee simple under s. 88 (1). If the right of redemption by the sub-mortgagor is barred by foreclosure or the Limitation Acts, the sub-mortgagee will obtain the nominal reversion either by the operation of the foreclosure decree or by a declaration by deed that the nominal reversion shall vest in him (s. 88 (2) and (3)). The sub-mortgagee will thus become able to convey the fee simple under s. 88 (1).

A sub-mortgage, where the head mortgage is a mortgage by sub-demise of leaseholds, calls for no special comment. If the sale is made under the head mortgage, the sub-mortgagee will be able to convey the original lease, both mortgage terms becoming merged (s. 89 (1) and (5)). If the sale is made under the sub-mortgage alone, the conveyance by the sub-mortgagee will pass to the purchaser the term created by the sub-mortgage and also the term created by the head mortgage, the former term becoming merged in the latter term. The purchaser will then be in a position, on selling under the head mortgage, to convey both the terms created by the head mortgage and also the original lease, the term created by the head mortgage becoming extinguished.

It will be seen that, one way or another, a sub-mortgagee of a mortgage created by sub-demise can, if the above reading of the Act of 1925 be correct, pass to the purchaser the interest sold. But the provisions enabling this to be done are intricate and have not yet been subjected to judicial scrutiny. On the other hand, if the head mortgage is made by a charge by way of legal mortgage, the rights and remedies of the sub-mortgagee as transferee of the legal charge appear to be sufficient and easily understood. If, therefore, an intending mortgagee is likely to create a sub-mortgage, the head mortgage should, it is suggested, be made by a charge by way of legal mortgage rather than by sub-demise.

ISLE OF MAN DEEMSTERS.

The King on the recommendation of the Home Secretary, has been pleased to make the following appointments:—

Mr. Reginald Douglas Farrant, Second Deemster of the Isle of Man, to be First Deemster and Clerk of the Rolls of that island, in the place of Mr. Frederick Malcolm LaMothe, who is retiring on 22nd November; and Mr. William Percy Cowley to be Second Deemster.

Landlord and Tenant Notebook.

Interest on Overdue Rent.

A LANDLORD to whom rent is owing is normally in a favourable position when his case is compared with that of other creditors; three remedies are usually available: forfeiture, distress and action. Forfeiture and distress are the most drastic remedies, but they do not always suit the occasion; and an ordinary action may be the more efficacious if a claim for interest be added to the arrears claimed.

There are, in general, three possible ways in which interest can be claimed: by virtue of express covenant, agreement, by virtue of agreement implied from course of dealing, or by virtue of the Civil Procedure Act, 1833, s. 28. The second mentioned is not likely to occur in a case of rent.

An express covenant for payment of interest on arrears of rent was at one time warmly advocated by a former editor of "Woodfall," who contended that it would often prove a far more efficacious weapon than forfeiture, actual or threatened (I presume), and a less disagreeable one than distress. The idea is, no doubt, to bring home to the tenant that his withholding of rent causes loss, which he has to bear. A demand for rent plus so much by way of interest would indeed make the tenant look at his lease—another advantage. The idea does not seem to have caught on, however. An alternative suggestion, to provide for an allowance for punctual payment, seems to me objectionable as encouraging the notion that there is something virtuous in discharging debts when due.

It has been held that an agreement to accept interest on arrears of rent does not suspend the right of distress. The decision, *Skerry* v. *Preston* (1813), 2 Chit. R. 245, has been adversely criticised as a harsh one; the critics say that an agreement not to distrain should have been implied. I dare-say it might be implied, in an apt case; but the report of this one is somewhat sketchy, and, such as it is, it is impossible to say that the landlord's case was void of merits. The plaintiff had lost an action for illegal distress and asked for a motion to set the verdict aside. All we are told is that the defendant had "agreed to receive interest on rent in arrear." A somewhat vague promise! And on 6th October, 1812, he distrained for three and a half years' rent. So that it looks as if he had exercised some patience, at all events. The plaintiff's argument was that the agreement converted the rent into a loan. Lord Ellenborough, C.J., held that it was a case of *nudum pactum*: merely an agreement for what the landlord was legally entitled to, for a jury would have awarded damages representing interest; and he could at any moment abandon the interest and distrain for rent. (Note: It must not be thought that Lord Ellenborough favoured the theory, reluctantly exploded by the House of Lords in *London, Chatham and Dover Railway Co.* v. *S.E. Railway Co.* [1893] A.C. 429, that the right to interest, or damages for detaining money, was unqualified; in *De Havilland* v. *Bowerbank*, 1 Camp. 50, his lordship laid down the conditions, which include payment "on a day certain.")

It looks as if no rate of interest had been mentioned in the above case, and the court presumed that what was intended and contemplated was such rate as the jury would in the circumstances award for detention of money. The position has since been regularised by the C.P.A., 1833, s. 28, above mentioned, providing: "Upon all debts or sums certain, payable at a certain time or otherwise, the jury, on the trial of any issue . . . may, *if they shall think fit*, allow interest to the creditor at a rate not exceeding *the current rate* of interest . . . if such debts or sums be payable by virtue of some written instrument at a certain time, or, if payable otherwise, then from the time when demand of payment shall have been made in writing, so as such demand shall give notice to the debtor that interest will be claimed from the date of such demand . . . provided that interest shall be payable in all cases in which it is now payable by law." The section fits the case of rent admirably, providing even for verbal tenancies; and the proviso saves covenants to pay interest, which, it may be observed, may make the covenantor liable to pay more than the current rate.

The most recent reported case in which the question of interest was touched upon appears to be *Canadian Pacific Railway Co.* v. *Toronto Corporation* [1905] A.C. 33. It was not the main issue in that case; but the relevant facts were that the railway company, being entitled, under an agreement, to a lease to run for fifty years from 1st January, 1895, had occupied and admittedly owed rent as from then. But it was not till 28th May, 1898, that the corporation showed a good title to grant the lease, and the Privy Council, varying the judgment of the Ontario courts, held that interest should be awarded from that date and not as from the commencement of the term.

Our County Court Letter.

SOLICITORS' RIGHTS AND LIABILITIES.

IN a recent remitted action at Grantham County Court (*T. Norman & Son* v. *Turfitt*) the claim was for £70 13s. 6d. as money advanced in payment of mortgage interest. The plaintiffs' case was that (*a*) they had originally acted for the defendant's father-in-law, who had bought a farm subject to a mortgage of £1,500; (*b*) the farm had subsequently passed (by devise) to the defendant's wife, who died in 1931, leaving everything to her daughter; (*c*) the defendant was appointed sole executor, and—although the estate was insolvent to the extent of £300—he and his stepdaughter decided to carry on the farm; (*d*) to avoid a calling-in of the mortgage (which would have broken up the home) it was arranged that the plaintiffs should advance the mortgage interest. The defendant's case was that (1) being only liable (as personal representative) to the extent of the assets of the estate, he was not personally liable; (2) he had never instructed the plaintiffs to pay the mortgage interest. His Honour Judge Langman held that the plaintiffs, having been authorised to pay the interest, had done so as agents of the defendant. Two items, however, were debts owing by the testatrix, for which the defendant had not accepted liability. Judgment was accordingly given for the plaintiffs for £39 18s. 11d. and costs.

PAYMENT OF WAGES DURING ILLNESS.

A SHOP assistant's right to wages (as well as National Health Insurance benefit) was recently upheld at Tewkesbury County Court in *Day* v. *Hunters, Ltd.* The plaintiff's case was that (1) her employment began at Whitsuntide, 1933, and continued until the 14th August, when she became ill; (2) she returned to work on the 11th November, at a reduced wage of 15s. (owing to bad trade), but was again away ill from the 29th January, 1934, until she was dismissed (without notice) on the 3rd March last; (3) although she had received 12s. 6d. a week (as panel benefit) during her absence from work, she was also entitled to £14 12s. 6d. from the defendants, viz., thirteen weeks' wages (at £1 2s. 6d.) from the 14th August to the 11th November, 1933, and seven weeks (at 15s.) from the 29th January to the 12th March, 1934. The evidence for the plaintiff included her letter of dismissal (of the 3rd March), which indicated that the defendants still regarded her as being in their employment, and the contract of hiring and service was therefore still subsisting. The defendants' evidence was that (*a*) they only paid wages at the beginning of an illness, i.e., during the three days which elapsed before panel benefit became payable; (*b*) partial wages were occasionally paid, but only as a matter of grace, in special circumstances. His Honour Judge Kennedy, K.C., held that, as the employment was not terminated until the 3rd March,

wages were payable during the temporary illness. Judgment was therefore given for the plaintiff for the amount claimed, with costs. The special facts of this case distinguished it from that discussed in the "Points in Practice" (*Q.* 2975) in our issue of the 26th May, 1934 (78 Sol. J. 365).

THE MARRIED WOMEN'S PROPERTY ACT, 1882, SECTION 12.

In a reserved judgment, recently given at Sunderland County Court (in *Reeve* v. *Reeve*) His Honour Judge Richardson upheld the wife's defence, viz., that (1) Her husband could not sue her in tort; (2) she was therefore not liable in detinue for the return of a sideboard and bedding or their value, £8. Judgment was therefore given for the defendant, with costs.

Reviews.

Practical Hints on Draft Leases. E. O. Walford, LL.D. (Lond.), Solicitor of the Supreme Court. 1934. Demy 8vo. pp. xi and (with Index) 78. London, Liverpool and Birmingham: The Solicitors' Law Stationery Society, Ltd. 6s. net.

This little book will be a valuable addition to the library of anyone concerned with leases, whether on behalf of landlord or of tenant, the latter expression to include (and this is important) the sub-species under-tenant. Stage by stage, the author takes us through the various parts of a lease, advising us, in the light of cases and statutes he cites, as to the effect of various forms and expressions. He then devotes separate chapters to the following matters: agreements for leases, underleases, de-rating, title and searches and registration. He concludes with an appendix of new forms drafted to carry out some of his more novel suggestions. He has managed to do all this in a volume of remarkably small bulk, but economy of words does not in this case mean obscurity of language; indeed, the style forms a pleasing contrast to that of many a lease. What is of particular interest is Dr. Walford's desire to redress the balance between parties to leases, which, as one M.P. observed when what is now L.T.A., 1927, was before a Committee of the House of Commons, are, in the average, one-sided documents. The various suggestions made are not revolutionary in character; the author does not confuse the laws of England with those (if any) of Utopia. No one will cavil at the notion that a tenant's covenant to pay outgoings should be qualified, in the case of a short term, so as not to apply to non-recurrent items, such as road charges; a suggestion inspired, no doubt, by such decisions as *Stockdale* v. *Ascherberg* [1904] 1 K.B. 447, C.A., when a covenantee recovered £83 10s., the cost of reconstructing a drainage system as ordered by the local council, from a tenant holding for three years at £55 a year. Dr. Walford also advocates a more equitable apportionment of liability for structural repairs than is common. When dealing with user, he very cogently points out that the freedom of alienation provided for by L.T.A., 1927, can still be much restricted by aptly worded covenants as to user. (His surmise that covenants against sub-letting are expressly made to extend to "or any part" *ex abundanti cautela* is only partially correct; the reason is the decision in *Church* v. *Brown* (1808), 15 Ves. 258, in which it was held—before relief could be granted against forfeiture for breach of this covenant—that if those words were not present there was no infringement as long as the tenant retained some part of the premises). Covenants to pay rent are not dealt with; we should have welcomed a practical hint as to payment by cheque, and perhaps some provision restricting the right of distress. In the chapter on landlord's covenants, there is a useful summary of the comparative virtues of express and implied covenants for quiet enjoyment. Problems and moot points arising out of recent legislation affecting underleases are well surveyed, and Dr. Walford's exposition of the law relating to title and searches and to registration will afford necessary guidance to many a puzzled practitioner.

Books Received.

Notable British Trials—Trial of Guy Fawkes and Others. Edited by Donald Carswell, of the Middle Temple, Barrister-at-law. 1934. Demy 8vo. pp. ix and 191. London and Edinburgh: William Hodge & Co. Limited. 10s. 6d. net.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Re-control and Registration.

Sir,—We have read with interest your article in the issue of The Solicitors' Journal for the week ending 6th June, about re-control and registration.

Neither in the article appearing in that issue of the Journal nor in the judgment of His Honour Judge Richardson in *Goldsbrough and Quayle*, reported in full in the County Court Reports, Vol. 1, Pt. 4, on page 157, is any mention or reference made to sub-s. (5) and its proviso of s. 2 of the Rent Act, 1933.

We were concerned on behalf of the defendant in the case of *Stokes* v. *Little*, at the Bow County Court, where the decision was opposite that given in the case referred to in the preceding paragraph, and therefore had the good fortune to hear the judgment given by His Honour Judge Owen Thompson, K.C., of which we believe there is no full report.

Sub-section (5) provides that a house is to be struck off the register if in any legal proceedings it is decided by the court that the house is a controlled house.

But read the proviso to that sub-section. The proviso is that the sub-section shall not apply to any house with respect to which a certificate has been granted under sub-s. (2), and it seems to us is there to meet the special case of the house, which, by leave of the court, is registered out of time.

Unless the decision of Judge Thompson is right, the proviso to sub-s. (5) appears to be in the Act for no purpose at all.

Sub-section (5) and the proviso was carefully considered by the learned judge in the case of *Stokes* v. *Little*, and was one of the chief points which enabled him to arrive at a decision in favour of the defending tenant.

We are drawing your attention to this because it may help other practitioners in advising their clients in similar cases.

London, E.C.1. Hamilton Hill & Evershed.
2nd July.

[The sub-section appears to be consistent with the judgment and with the reasoning of the article, but I would not like to say that the proviso would otherwise be meaningless. The effect of sub-section and proviso is: "The register—a list of dwelling-houses said to be (1) Class C, (2) let on 18th July, 1933, (3) decontrolled on that date, and (4) so decontrolled either (*a*) by virtue of previous actual possession or (*b*) by virtue of a two-year or longer agreement—is a record of unverified claims presumed to be well-founded. If anyone rebuts the presumption in the case of any registered house by showing the claim was ill-founded, that house is to be struck off. But a claim is not ill-founded by reason merely of excusable delay and registration out of time accordingly. In such a case, let it remain registered, unless it was never decontrolled at all." This, I submit, sheds little or no light on the effect of a well-founded claim, and the question whether an excusably delayed claim has an effect different from that of a claim made in time. I would prefer to continue to rest my opinion on the concluding words of the proviso to sub-s. (2), which confers the right to late registration, but says: "then . . . section 2 of the Act of 1923 shall . . . apply as from the date," etc.—Contributor.]

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31 Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Slate Clubs.

Q. 2997. What is the position in the case of a public company whose employees form themselves into an association for the purpose of receiving contributions from the members of this body, and besides the annual share out it is proposed to create a benevolent fund to assist the widows or children of any deceased member, etc. ? This fund will not be wound up at the end of each year, and therefore in our view the association, if not registered as a friendly society, comes within the provisions of the Assurance Companies Act, 1909, unless exempted by the Board of Trade. Kindly advise :—

(1) Whether registration is necessary as the assurance has not received exemption by the Board of Trade ;

(2) What procedure, if any, can be adopted to carry out the wishes of the association so as to avoid registration and escape the provisions of the Act of 1909.

A. A public company is not affected by the formation of an association among its employees, except in so far as the association may use the name of the company to describe itself. In this event the company may become identified (in the minds of the contributor) with the association, and an inference may arise that the fund is guaranteed by the company. While no liability will be incurred by the company, the directors will doubtless wish to ensure that contributions are not obtained on the credit of the company, and that the latter is not responsible for the administration of the fund. On the two further points raised—

(1) The benevolent fund (to assist the widows and children of deceased members) will doubtless collect by means of cards, which will either state the rules or incorporate them by reference. The cards will thus be within the definition of " policy on human life " in s. 30 (*a*) of the Assurance Companies Act, 1909. Registration is therefore necessary, but there appears to be no objection to registration as a friendly society.

(2) The procedure therefore is to apply to the Board of Trade for exemption, on the grounds that the case is proper for submission to the Chief Registrar of Friendly Societies, in order that s. 35 of the Assurance Companies Act, 1909, may be brought into operation.

Lease—Covenant to repair Interior—Window.

Q. 2998. Our client, who is the owner of a certain shop and premises in this town, leased the same to a tenant for the term of three years. The indenture of lease contained a clause that, " The Lessee shall and will during the said term keep and at the expiration or sooner determination thereof leave the interior of the demised premises in good tenantable order and repair (accidents by fire and the elements excepted) and further the Lessee shall and will during the said term do all necessary internal alterations repairs and decorations at his own expense." The lease contained no covenant of any description on the part of the lessor. There was no covenant to insure the windows, and in fact they were not insured. At a period halfway through the term of the lease a large plate glass window of the demised premises developed a crack which extended right across the width of the window. The only suggested cause of the crack appears to be 'bus traffic on the roadside causing vibration. The lease has now expired, and although we have no hesitation in saying that the tenant has no right to make any deductions from the rent due on account of the window of his shop being cracked, yet the question may arise as to whether or not the owner of the premises under her lease could compel the tenant to reinstate the window. Your opinion is respectfully asked for on that point, and also as to whether or not there is any authority which would substantiate the statement that plate glass is included in the phrase " internal repairs."

A. It was held in *Ball* v. *Plummer* (1879), 23 Sol. J. 656, that a covenant to repair *external* parts included windows as part of the *skin* of the house. Hence the frequent insertion in the covenant to repair interior of the words " including the glass in the windows." Apart from express covenant the tenant is liable to make good the results of damage done by his own or his family's or incomers' negligence, and with regard to windows not next a road, it is generally assumed that a breakage or crack is due to such negligence. If the crack in question was not due to negligence for which the lessee is liable, the opinion is given that he is not bound to make good the damage under a covenant to repair the interior parts. Another possible cause of a crack is expansion by heat if the glass was too tight a fit in the frame.

Post-1925 Unregistered Restrictive Covenants—How far Binding on an Express Covenantor and by Reason of a " Building Scheme."

Q. 2999. A purchased land, which was stated to be part of a building estate and subject to certain restrictive covenants, from B in 1933. C purchased the land from B in 1934, and C in the conveyance to him covenants with B as follows : " The purchaser to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the purchaser only so long as he is the owner of the same hereditaments hereby covenants with the vendor that the purchaser and his successors in title will at all times hereafter observe and perform the restrictions and stipulations set forth in the second schedule to the conveyance to the vendor so far as the same are now subsisting and capable of taking effect." The conveyance also stated that the property was conveyed subject to the observance of the covenants contained in the conveyance to B, so far as the same were then subsisting and capable of taking effect. The benefit of the covenants, on the part of all purchasers of other parts of the building estate of which the property conveyed formed part with full power to enforce the observance of such covenants as mentioned in the conveyance to the vendor, was granted by A to B and assigned by B to C. Before completion of C's purchase searches against B in H.M. Land Registry were made and the certificate of search reveals no subsisting entries. In view of the provision of the Land Charges Act, 1925, 13 (2), are the restrictive covenants void as against C and what would be his position if he committed a breach of the covenants and claims were made against him by purchasers of other parts on the building estate to whom the benefit of the covenants by B has been assigned in the conveyance from A.

A. A restrictive covenant made after 1925 will not bind a purchaser of the land charged unless it has been registered as a land charge, although he may have notice of it (L.C.A., 1925, s. 10 (1) Class D (ii) and s. 13 (2) ; L.P.A., 1925, s. 199 (1) (i)). The result would appear to be C is not bound by the restrictions *except* as between himself and B (by virtue of the covenant of 1934) and in so far as he may be liable to the other owners on the estate by reason of the existence of a general building or similar scheme (*Elliston* v. *Reacher* [1908] 2 Ch. 374).

To-day and Yesterday

LEGAL CALENDAR.

2 JULY.—"I was born in Nile-street, in Cork, on the morning of Friday, July 2nd, 1819, the Feast of the Visitation of the Virgin, in a comfortable old-fashioned house, of which I now retain no other recollection than that it was covered thickly on the outside with ivy. I came into the world with my arms crossed over my breast, which made some gossips declare that Heaven destined me to be an Archbishop, and I believe one of my aunts predicted I was to be a Pope." Such was the beginning of the unfortunate Dr. Kenealy, who, having won a good position at the English bar, utterly lost it through his conduct of the Tichborne case.

3 JULY.—Jean Livingston, Lady Warriston, was condemned to be strangled at the stake and burnt on the 3rd July, 1600, for the murder of her husband, the Laird of Warriston. Owing to the summary nature of her trial before the magistrates of Edinburgh, the details of her crime are obscure, but the tragedy was enshrined in the popular ballads of the day, three variants being still preserved. It is certain, however, that the young and lovely lady "conceived ane deadly rancour hatred and malice" against her husband and procured a man to strangle him in bed.

4 JULY.—On the 4th July, 1667, Pepys went "to the Sessions-house . . . and so got up to the Bench, my Lord Chief Justice Keeling being judge. Here I stood bare, not challenging, though I might well enough, to be covered. But here were several fine trials; among others, several brought in for making it their trade to set houses on fire merely to get plunder . . . And there were other good cases, as of a woman that came to serve a gentlewoman and in three days run away betimes in the morning with a great deal of plate and rings . . . The Court then rose and I to dinner with my Lord Mayor and Sheriffs, where a good dinner and good discourse, the judge being there."

5 JULY.—On the 5th July, 1924, Jean Pierre Vaquier was sentenced to death at the Guildford Assizes by Mr. Justice Avory. Led on by his inordinate vanity, he had allowed his infatuation for the wife of the landlord of a Byfleet Hotel to carry him to the point of poisoning her husband. During the trial he kept up the appearance of being an interested and amused spectator of an entertainment for his benefit. His hair and beard were brushed and perfumed. He joked in the dock and took copious notes. It was after the verdict that he showed his real feelings, letting loose a torrent of abuse at the learned judge and the members of the jury. After sentence, he was removed still shouting.

6 JULY.—On the 6th July, 1535, Sir Thomas More, scholar, philosopher and formerly Lord Chancellor, was beheaded on Tower Hill.

7 JULY.—On the 7th July, 1865, Dr. Pritchard was sentenced to death at Edinburgh for the murder of his wife and her mother. He was the last criminal hanged in public in Glasgow. There was no public sympathy for the man who hypocritically feigning watchful care had slowly poisoned the two women while living on terms of immoral relationship with the maid. For five months he had administered poison to his wife, and when she died he wrote in his diary: "May God and Jesus, Holy Ghost, One in Three, welcome Minnie. Prayer on prayer till mine be o'er. Everlasting love."

8 JULY.—On the 8th July, 1857, the jury brought in a verdict of "Not Proven" in the case of Madeleine Smith, accused of the murder of her lover. This young girl of good family having for a while fallen desperately in love with a blackguardly young clerk who had subsequently turned on her and blackmailed her with the passionate letters she had written to him, had found herself in the dock after he died of arsenic poisoning. The evidence that he had visited her on the fatal night was, however, not conclusive.

THE WEEK'S PERSONALITY.

On the 6th July, 1535, Sir Thomas More, formerly Lord Chancellor, died on Tower Hill, and

> "Over his sacred corse unhearsed,
> Europe veiled her face and cursed
> The regal mantle grained in gore
> Of genius, freedom, faith and More."

A scholar, a philosopher and a statesmen, the foremost lawyer of his time, one of the first Englishmen renowned for eloquence, a wit in constant demand at Court, a Christian in the profoundest sense, he kept, on the pinnacle of success and in the abyss of disgrace, his soul and his simplicity untarnished. Erasmus likened his house to the Academy of Plato. His death was like the death of Socrates. To his judges he said: "I verily trust and shall therefore heartily pray that though your lordships have been on earth my judges to condemnation, yet that we may hereafter meet in Heaven merrily together to our everlasting salvation, and God preserve you all." His serenity endured in prison and at the scaffold. "Master Lieutenant," he said, "I pray you see me safe up, and for my coming down, let me shift for myself." A prayer, a kindly word to the executioner, a last jest and the greatest lawyer of his time was dead.

"TWELFTH NIGHT."

"At our feast we had a play called Twelve Night or what you will. Much like the Comedy of Errors; or Menechmi in Plautus, but most like and neere to that in Italian called Inganni." Much water has flowed past Temple Gardens since John Manningham, student, jotted down that casual note in February, 1601-2—an appreciation so inapt as to suggest that the excellence of the feast had disabled the writer from taking in the play. The hall of the Middle Temple may well be proud of having born to English drama a child so healthy that, after three centuries, it can return to walk the dais again as gracefully as it did at the performance which recently delighted the Templars. It is a pity that the play-acting tradition of the Inns of Court is not more regularly maintained, instead of being a matter for casual enterprise. In the Restoration period, plays were a constant feature of Temple entertainments. Even Ravencroft's "London Cuckolds" "the most rank play that ever succeeded," drew a distinguished audience to the Inner Temple Hall, including Lord Nottingham, L.C., and several judges.

A CHANCE FOR GRAY'S INN.

Gray's Inn should now follow the good example set by this performance and revive the Comedy of Errors within its walls. If this were decided on, it is to be hoped that the inconveniences of the first presentation there in 1594 would be obviated. The audience was so packed that there was little room for the players. The guests from the Temple departed in disgust, and "after their departure, the throngs and tumults did somewhat cease, although so much of them continued as was able to disorder and confound any good inventions whatsoever. In regard whereof it was thought good not to offer anything of account, saving dancing and revelling with gentlewomen: and after such sports a Comedy of Errors (like to Plautus his Menechmus) was played by the players, so that night was begun and continued to the end in nothing but confusion and errors; whereupon it was ever afterwards called The Night of Errors." Perhaps one day the Inner Temple may revive the Tragedy of Gorboduc, performed in the Hall by the members in about 1560, and afterwards presented before the Queen at Whitehall.

Notes of Cases.

House of Lords.

Marshall *v.* Blackpool Corporation.

Lord Atkin, Lord Warrington and Lord Thankerton. 26th June, 1934.

HIGHWAY—ACCESS OF FRONTAGERS—VEHICLES CROSSING FOOTPATHS—POWER OF LOCAL AUTHORITY—SAFETY OF PUBLIC.

This case raised the question as to the grounds which local authorities might consider on an application for making a communication for horses and vehicles across a footpath. Similar words to those of s. 62 of the Blackpool Improvement Act, 1879, under which the question arose, were to be found in many similar Acts and in the Public Health Acts (Amendment) Act, 1907. The appellants were motor-coach proprietors of St. Chads-road, Blackpool, and as their vehicles would have to cross the footpath they had to comply with the provisions of s. 62. The Divisional Court held that the section did not override the paramount right of adjoining owners to have access to the highway, and did not entitle the corporation to refuse a crossing on the ground of safety and convenience of persons using the highway. The Court of Appeal held that the corporation were entitled to take into consideration the safety of the public, the nature of the use of the communication and the convenience of pedestrians and of vehicular traffic, though it did not entitle them to refuse a crossing at all either on those grounds or on the ground that the actual use of the property for parking was contrary to a prospective town planning scheme. The motor-coach proprietors appealed.

Lord ATKIN, in giving judgment, said that s. 62 did not affect the right at all; it was directed to works and to works only. In his opinion the corporation were not entitled to take into account questions of safety and convenience except so far as affected by the nature of the works. They might not, therefore, take into account the nature and extent of the proposed user of a communication in itself save for that user. It followed that, however large the traffic both of vehicles and pedestrians, the corporation might not restrict the addition of further traffic to it, even for the promotion of the convenience or safety of the public by using the powers of s. 62 so as to refuse sanction to works which in themselves were safe and adequate. That there was no objection to the works as works was stated in the agreed case, and he felt no doubt that the order of quarter sessions operated to give the sanction which was withheld by the corporation, a power which s. 111 undoubtedly conferred on quarter sessions. For those reasons he was of opinion that the order of the Court of Appeal should be set aside and the order of the King's Bench Division should be restored. The appellants should have the costs in that House and in the Court of Appeal.

The other noble and learned lords concurred.

COUNSEL: *T. Eastham*, K.C., *Wilfrid Greene*, K.C., and *T. E. Hinchcliffe*; *R. M. Montgomery*, K.C., and *Keith G. Groves*.

SOLICITORS: *Johnson, Peacock, Hepworth & Chowne*, for *James E. Harrison*, Blackpool; *Sharpe, Pritchard & Co.*, for *D. L. Harbottle*, Town Hall, Blackpool.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Judicial Committee of the Privy Council.

Attorney-General for Ontario *v.* Perry.

Lord Blanesburgh, Lord Atkin, Lord Wright, Lord Alness, and Sir Lancelot Sanderson. 19th June, 1934.

REVENUE — CANADA — MARRIAGE SETTLEMENT — IN CONSIDERATION OF SETTLOR'S OWN MARRIAGE—DEATH OF SETTLOR—FUND NOT LIABLE TO SUCCESSION DUTY—NOT A "GIFT"—ONTARIO SUCCESSION DUTY ACT, 1919 (9 Geo. 5 (Ont.), c. 9), s. 7 (2) (*b*).

The principal question for decision on this appeal was whether property to be held on trust for the benefit of his wife and the issue of the marriage, transferred by a husband in pursuance of a covenant contained in marriage articles, was, within the meaning of the Succession Duty Act of Ontario, a "gift" so as to be chargeable with succession duty on the death of the husband. By the marriage articles it was witnessed that in consideration of the intended marriage the settlor covenanted and agreed with the bride's father and with the bride that on the contemplated marriage taking place within twelve months from the date of the articles the transfer of $250,000 or securities for that amount would be made to the trustees. The trusts declared were those of a marriage settlement of personal estate, predominantly in favour of the wife and issue of the marriage, the settlor himself taking no interest thereunder except in the event, which did not happen, of his surviving his wife and issue. The marriage was duly solemnised and the settlor's covenant duly performed. The settlor died on the 1st December, 1918, and the Attorney-General now claimed against the legal personal representative of the settlor succession duty on the $250,000, basing his claim on s. 7 (2) (*b*) of the Act.

Lord BLANESBURGH, in giving the judgment of the Board, said that on the above enactment the judicial task was to ascertain how far a transfer not purely voluntary might still be a "gift" within the meaning of s. 7 (2) (*b*) of the Act. There was a clear line of demarcation between two classes of settlement made in consideration of marriage; the first class—such as in the present case—was made by a husband on his *own* marriage for the benefit of his wife and issue, and in which the husband's covenant or transfer of property was the price paid by him for the hand of his bride, with no element whatever either of gift or bounty involved. The second class, for example, one made by a father on the marriage of his son or daughter, was not made in consideration of marriage with the settlor, and it was only in marriage settlements of the second class that any element of gift or bounty had ever been discovered. After reviewing the English authorities and the statutory provisions relevant thereto, his lordship held that the appeal failed for the reason that the settlor's covenant or transfer had in it no element of gift or bounty whatsoever, and was therefore in no way caught by the Ontario Succession Duty Act.

COUNSEL: *Wilfrid Greene*, K.C., and *J. T. White*, K.C., for the appellant; *D. L. McCarthy*, K.C., *A. M. Stewart*, K.C., and *C. H. A. Armstrong*, for the respondent.

SOLICITORS: *Blake & Redden; Charles Russell & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Ex parte Herbert.

Lord Hewart, C.J., Humphreys and Macnaghten, JJ. 7th June, 1934.

LICENSING—REFRESHMENT ROOM AT HOUSE OF COMMONS—ALLEGED UNLAWFUL SALE OF INTOXICATING LIQUOR—JURISDICTION—RULE *nisi* FOR MANDAMUS.

This was an application by Alan Patrick Herbert for a rule *nisi* for an order in the nature of *mandamus* under s. 5 of Jervis's Act, calling on Sir Rollo Graham Campbell, the Chief Magistrate, fifteen members of the Kitchen Committee of the House of Commons, and Robert John Bradley, manager of the Refreshment Department of the House of Commons, to show cause why the Chief Magistrate should not hear and determine the matter of two applications for summonses by A. P. Herbert against the other respondents. In an affidavit the applicant deposed that on the 17th May, 1934, counsel on his behalf applied to the magistrate at Bow-street for process against the members of the Kitchen Committee and Mr. Bradley on two informations alleging contravention of s. 65 (1) of the Licensing (Consolidation) Act, 1910, by the unlawful

sale by retail of intoxicating liquor at a refreshment room at the House of Commons on 10th April, 1934. One of the alleged unlawful sales was to Mr. Herbert himself, and the other to Mr. Victor Cazalet, M.P. On that occasion the magistrate said that the Chief Magistrate would like to deal with the matter himself. The application was accordingly renewed before the Chief Magistrate on the 22nd May, when he intimated that, on the authority of *Williamson* v. *Norris* [1899] 1 Q.B. 7, he would have been prepared to grant summonses against the Kitchen Committee but for a further difficulty which he felt. That difficulty was stated by the Chief Magistrate in these words: "Assuming for the purpose of this application that an offence may have been committed, are members of the House of Commons carrying out duties entrusted to them by the House, under the control of the House, in a way long practised and approved by the House, within the precincts of the House, amenable in this matter to the jurisdiction of this court? Are they not protected by the privileges of the House and amenable only to the House of which they are members?" After an adjournment and further argument the Chief Magistrate said that he was not satisfied that he had jurisdiction to grant the process applied for, but the matter could be raised by *mandamus*.

The COURT granted Mr. Herbert a rule at his peril.

COUNSEL: *W. T. Monckton*, K.C., and *H. G. Strauss* moved on behalf of Mr. Herbert.

SOLICITORS: *Bull & Bull.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Belbridge Property Trust, Limited *v.* **Milton.**

Roche, J. 22nd June, 1934.

LANDLORD AND TENANT—LEASE PREMATURELY DETERMINED BY TENANT—PRESENCE OF BEETLES ALLEGED—LESSOR'S OBLIGATIONS FULFILLED—TENANT LIABLE FOR RENT.

In this action Belbridge Property Trust, Limited, claimed from Dorothy Irene Milton, a film actress, £58 15s., being one quarter's rent due on the 24th June, 1933, for Flat No. 9, on the third floor of Ovington-court, Knightsbridge. The defendant admitted the lease, and that the rent would have been due on that date, but she alleged that by reason of the presence of beetles she was obliged to leave the flat on the 12th April, 1933, and she counter-claimed for damages for alleged negligence, nuisance and breach of the covenant for quiet enjoyment. It was agreed that the onus was on the defendant. After evidence had been given for both parties,

ROCHE, J., said that at a date which he was satisfied was nearer the end than the beginning of March the defendant found some beetles in her flat. He was satisfied that the beetles did not originate in the boiler house for at least three good reasons: (1) no beetles were found in the boiler house; (2) if they had been in the boiler house they could not get into the flat through the concrete; and (3) if the boiler house had been the common source, the beetles would have been more widely distributed in the intervening flats. The case, therefore, failed on the facts. The law was not uncertain. It was recently considered by Goddard, J., in *Bernerd* v. *Chandos Court Mansions* where he held that the landlords, having done nothing to attract vermin or let them loose, were not liable to the tenant. The same matter was put in another way in "Woodfall on Landlord and Tenant," 23rd ed., at p. 887. He was not satisfied that the plaintiffs in this case had done anything that they ought not to have done, or had omitted to do anything that they ought to have done. So far as the source of the trouble could be traced, he thought that the bettles must have come from some external source into two or three flats. Judgment for the plaintiffs on the claim and counter-claim, with costs.

COUNSEL: *Philip Pitt* for the defendant; *Theodore Turner* for the plaintiffs.

SOLICITORS: *Hanchett Copley and Hails; Pennington and Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Obituary.

MR. C. M. COHEN.

Mr. Charles Manchester Cohen, retired solicitor, of Hove, died as the result of an accident at Southwick, on Tuesday, 26th June, at the age of fifty-nine. Mr. Cohen was admitted a solicitor in 1904.

MR. J. DALTON.

Mr. James Dalton, solicitor, head of the firm of Messrs. Phillips, Evans & Dalton, of Stamford, died on Friday, 15th June, at the age of seventy-seven. Mr. Dalton, who was admitted a solicitor in 1886, had held many public offices. He had been Mayor of Stamford and a Town Councillor, and also Clerk of the Peace and Clerk to the local Income Tax Commissioners.

MR. A. V. HAMMOND.

Mr. Albert Victor Hammond, solicitor, head of the firm of Messrs. A. V. Hammond & Co., of Morecambe and Heysham, died on Thursday, 28th June, at the age of seventy. Mr. Hammond, who was educated at Bradford Grammar School, was admitted a solicitor in 1887. He practised at Bradford for some years, and moved to Morecambe about twenty years ago. He was President of the Morecambe Musical Society and President of the Morecambe Horticultural Society.

Societies.

The Hardwicke Society.

ANNUAL DINNER.

Mr. UNGOED THOMAS, the President, took the chair at the annual dinner of this Society, held on 28th June, at the Hyde Park Hotel.

Admiral of the Fleet Sir ROGER KEYES proposed "The health of the Society," saying he knew very little about it, and that when he had asked for information, he had been told he was to talk about something else. He therefore explained how it was he had become a Member of Parliament. Ever since the war he had been determined to do his best towards the maintenance of peace, and he thought that the policy of disarming in the hope of persuading other countries to disarm could only lead to war. The best security for the Empire for peace was to maintain its defences. There was no other answer to air raids than to have a force second to none within striking distance. The Navy had lapsed into a parlous state; the Treaty of Washington had been a necessity, but the Treaty of London had been an outrage. He wanted to replace the old worn-out ships that the latter Treaty bound the country not to replace. The work led to employment; 80 per cent. of the cost of ships went into the wages of the people, and he therefore felt he was on rather a good wicket.

THE PRESIDENT, in reply, said that it must be unique for a member of the Silent Service to break his tradition of silence in honour of the most garrulous profession the country could boast. There were veterans present who could bridge the gulf between law and the Services. Mr. Justice Bennett and Sir Gerald Hurst had seen active service from the early days of the war. Mr. Justice Bennett, indeed, had the peculiar qualification for a Chancery Judge of having been in prison, but that had been in Germany and during the war. Every member of the Society rejoiced that Mr. Justice Bennett should be the first judge who had seen active service. The treasurer, who was unfortunately unable to be present, was one of the most amazing phenomena that the Society had experienced in recent years. His nautical phraseology had enriched the vocabulary of the Society beyond the dreams of Parliamentarians. He had attracted a record number of new members, and had exemplified the truth of the old song about all the nice girls. He had concentrated on the Society's cellar: had organised it, filled it, and emptied it, and had now, in the service of the British Broadcasting Corporation, gone to Manchester, the wettest town in the United Kingdom.

Mr. T. H. MAYERS, the honorary secretary, proposed "The health of the Bench and Bar." He had, he said, consulted a work of authority known as "Who's Who," from which he had learnt that Mr. Justice Bennett had been born some years ago and that, having successfully accomplished that process, he had proceeded to Winchester, where he had endeavoured to ascertain the exact implication of the maxim "Manners

makyth man" ; this had fitted him afterwards to look after the interests of wards in chancery. Sir Gerald Hurst, according to the same authority, had also been born and educated but he had a skeleton in his cupboard : by some mistake, explicable only on the grounds of extreme youth, he had proceeded to that University situated on the outskirts of the prominent midland industrial City of Cowley. This fact might well have damned him in the eyes of the world, but he had succeeded in living it down and, in the midst of a busy professional life, had realised that he must have some background to which to refer his clients. He had therefore taken up the somewhat dilettante pursuits of politics and the Army, and had achieved success in both. He had reached command of a regiment and had established a principle which many had debated—whether or not democracy can ever justify itself—by remaining fifteen years representative of the same division. Finding that he then had a considerable amount of spare time, he had decided to devote it to some really useful purpose, and had become the author of a great many historical works and articles of the highest authority.

Mr. Justice Bennett, in reply, said that he apprehended that by this toast the Society was paying its tribute to the office he held and to the profession of which for many years he had been a member. He did not know that there was much he ought to say or could say about the Bench. He could not be pompous about it , and he did not like to be frivolous about it, but he could say this : every member of the Bar realised that he stood for a great tradition. He realised all that those who had gone before him had done and the part they had played in English life ; he realised how difficult it was for him to live up to the standard his predecessors had set ; and his hope was that he would hand down the traditions in the same integrity with which he had received them. Mr. Justice Bennett added that his love had always been for the Bar. He could never forget how he had enjoyed his life there and what a generous profession it was. All the Bench realised the enormous debt of gratitude which everybody who had to take part in the administration of justice owed to the English Bar. It was quite impossible for English justice to be administered to the satisfaction of the community without the help which the judges daily derived from those members of the Bar who practised before them.

Sir Gerald Hurst, also in reply, said that in a time when liberty was falling or had already fallen in so many countries, he was proud to see that this country had great shields and bucklers of freedom. No matter how unpopular the cause or the client, every case would be fully and fairly ventilated. Members of the Bar never let down a client or each other. The Bar was rich in friendships and in hopes. There were three schools of thought about success at the Bar. The man himself would ascribe it to genius or, if he were modest, to "charm and personality, my dear fellow" ; his friends would attribute it to the inscrutable vagaries of Providence. His clerk, however, knew that it was all due to the clerk, and that was that. He himself was always hopeful and still dreamt of what might be. He saw himself argue some will construction, success follow, and some rich and senile eccentric say to him, "God bless you for your wonderful defence of the rule against perpetuities ; may I make you my residuary legatee ?" The Bar was an unselfish profession ; litigants wanted to fight but counsel were always trying to make peace.

The profession was also very useful to the Press, providing it with more copy than any other except the sporting profession. Had there been any Press in antiquity, the great lawyers in olden times would doubtless have been just as useful to it. Moses must have been the Sir Patrick Hastings of his day, and his story would have made remarkable captions : "Romance of Old Nile. Egyptian Princess adopts non-Aryan baby" ; "Strange Bush Fire on Sinai. Insurance Companies retain Mr. Crocker." In his Inn they were equally effective on side-lines ; they had reared no less than six Prime Ministers in recent years. The last had been Mr. Asquith, and since then they had adopted the more interesting and lucrative occupation of hatching ducks' eggs. What if the last pair had migrated to the Temple, to make the best of both worlds ? They were but waddling in the footsteps of the great Lord Hardwicke, who within a few years of being called, had become treasurer both of Lincoln's Inn and the Inner Temple. The joys of the life of a Barrister were very real : there was the joy of friendship and the joy of intellectual battle.

Mr. A. Newman Hall, vice-president, proposed "The health of the Guests," and Mr. Douglas Woodruff replied. He said that the terms of the speeches were of that mythological and imaginative character which was, he believed, common form in the King's Bench Division, but was not up to the standard of accuracy usual in the Chancery Division and absolutely obligatory in *The Times* newspaper. He enjoyed the Hardwicke dinners, because he liked to see gatherings where the younger lawyers assembled to view their ideals—the projections of themselves into the future. "All they hope to be and are not comforts them." They were friendly assemblies in which gathered those who had already excelled in the law and those who were content to live by it : the lights and livers of the law. The gallant Admiral would recognise in him a peculiar ally, as his paper always supported the Navy. He was proud to be there to speak for the "Press Gang." He was all in favour of bigger and better ships, and indeed, would like them to extend so much that perambulation on the deck of a channel steamer would take him from Dover to France. He sympathised with the bitter disillusionment Sir Roger Keyes must have experienced on entering the Houses of Parliament. It was all right for lawyers, because the legal mind naturally faced backwards, but the whole atmosphere of that decrepit assembly was one that the Navy must find peculiarly distasteful. Sir Roger Keyes wanted a bigger Navy ; he wanted a laxer law of libel. The journalistic profession was grievously hamstrung by the present law. The legal advisers which all great newspapers retained were always marking the copy, "Inadvisable. Modify." The result was that City Editors who knew quite well about swindles had to wrap up their warnings in such vague phrases that only those already in the know could possibly understand them.

Gray's Inn Debating Society.

The fourteenth meeting of the year was held in Westminster Hall at 11 a.m. on Thursday, 28th June, when a party of members of the Society and their friends was shown over the Palace of Westminster by Lt.-Col. R. V. K. Applin, D.S.O., M.P.

The fifteenth meeting of the year was held in Gray's Inn Gardens at 2.30 p.m. on Saturday, 30th June, when a tennis party took place by arrangement with the Gray's Inn Field Club. The players and spectators were entertained to tea by Mr. and Mrs. W. E. Watson and Mr. and Mrs. Arthur Cheetham, members of the Field Club.

The next meeting of the Society will be held at the Holborn Restaurant at 7.30 p.m. on Thursday, 12th July, when a dinner-dance will take place. Admission is by ticket, and particulars are to be found on the Society's notice boards.

Parliamentary News.

Progress of Bills.

House of Lords.

Adoption of Children (Workmen's Compensation) Bill.
Read Third Time. [3rd July.
British Sugar (Subsidy) Bill.
Read First Time. [3rd July.
Chailey Rural District Council Bill.
Reported with Amendments. [3rd July.
Clyde Valley Electrical Power Order Confirmation Bill.
Read First Time. [4th July.
Cotton Manufacturing Industries (Temporary Provisions) Bill.
Royal Assent. [28th June.
Darlington Corporation Bill.
Royal Assent. [28th June.
Debts Clearing Offices and Import Restrictions Bill.
Royal Assent. [28th June.
Finance Bill.
Reported without Amendment. [4th July.
Gas Undertakings Bill.
Royal Assent. [28th June.
Land Settlement (Scotland) Bill.
Read Second Time. [4th July.
London County Council (General Powers) Bill.
Royal Assent. [28th June.
London County Council (Money) Bill.
Read Second Time. [4th July.
London, Midland and Scottish Railway Bill.
Royal Assent. [28th June.
London Passenger Transport Board Bill.
Committed. [3rd July.
London Passenger Transport Board (Interim Financial Arrangements) Bill.
Read Second Time. [4th July.
Mexborough and Swinton Traction (Trolley Vehicles) Provisional Order Bill.
Committed. [27th June.
Milk Bill.
Read First Time. [3rd July.

Mines (Working Facilities) Bill.
Royal Assent. [28th June.
Nottingham Corporation (Trolley Vehicles) Provisional Order Bill.
Committed. [27th June.
Palestine Loan Bill.
Read Third Time. [3rd July.
Road Traffic Bill.
Read First Time. [3rd July.
Rotherham Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [3rd July.
St. Helens Corporation (Trolley Vehicles) Provisional Order Bill.
Committed. [27th June.
Sea Fisheries Regulation Bill.
Read Third Time. [28th June.
South Devon and East Cornwall Hospital, Plymouth, Royal Albert Hospital, Devonport, and Central Hospital, Plymouth (Amalgamation &c.) Bill.
Commons Amendments agreed to. [3rd July.
Southend-on-Sea Corporation (Trolley Vehicles) Provisional Order Bill.
Committed. [27th June.
Stockport Corporation Bill.
Read Third Time. [4th July.
Stockport Extension Bill.
Read Third Time. [4th July.
Trustee Savings Banks (Special Investments) Bill.
Read Third Time. [3rd July.
Unemployment Bill.
Royal Assent. [28th June.
Whaling Industry (Regulation) Bill.
Read Third Time. [4th July.

House of Commons.

Administration of Justice (Appeals) Bill.
Read Second Time. [29th June.
Architects (Registration) Bill.
Reported without Amendment. [2nd July.
British Sugar Subsidy Bill.
Read Third Time. [29th June.
Electricity Supply (Wireless) Bill.
Read First Time. [4th July.
Glasgow Corporation Order Confirmation Bill.
Read Second Time. [4th July.
Maidstone Waterworks Bill.
Lords Amendments agreed to. [3rd July.
Milk Bill.
Read Third Time. [29th June.
Ministry of Health Provisional Order Confirmation (Leek) Bill.
Read Second Time. [29th June.
Ministry of Health Provisional Order Confirmation (Morley) Bill.
Read Third Time. [28th June.
Ministry of Health Provisional Order Confirmation (Stoke-on-Trent) Bill.
Read Second Time. [29th June.
Ministry of Health Provisional Order Confirmation (Wey Valley Water) Bill.
Read Second Time. [4th July.
Ministry of Health Provisional Order Confirmation (Weymouth and Portland Joint Hospital District) Bill.
Read Second Time. [29th June.
Ministry of Health Provisional Order Confirmation (Wycombe and District Joint Hospital District) Bill.
Read Second Time. [29th June.
National Maritime Museum Bill.
Read Second Time. [29th June.
Newport Corporation (General Powers) Bill.
Read Third Time. [4th July.
Petroleum (Production) Bill.
Reported. [2nd July.
Poor Law (Scotland) Bill.
Reported with Amendments. [28th June.
Ramsgate Corporation Bill.
Read Second Time. [2nd July.
Road Traffic Bill.
Read Third Time. [29th June.
Rotherham Corporation (Trolley Vehicles) Provisional Order Bill.
Read Third Time. [29th June.
South Devon and East Cornwall Hospital, Plymouth, Royal Albert Hospital, Devonport, and Central Hospital, Plymouth (Amalgamation, &c.) Bill.
Read Third Time. [28th June.
Sunderland and South Shields Water Bill.
Reported, with Amendments. [3rd July.
Torquay Corporation Bill.
Reported, with Amendments. [28th June.
Walthamstow Corporation Bill.
Lords Amendments agreed to. [3rd July.
Wild Birds Protection (Scotland) Bill.
Read First Time. [28th June.

Questions to Ministers.

ACQUISITION OF LAND (ASSESSMENT OF COMPENSATION) ACT.

Mr. HAYDN JONES asked the Attorney-General the names of the persons who constitute the panel of arbitrators under Section 1 of the Acquisition of Land (Assessment of Compensation) Act, 1919, and which of the arbitrators is the person having special knowledge of the valuation of land in Wales acquainted with the Welsh language under Section 1 (2) of the aforesaid Act.

Mr. BLINDELL (Lord of the Treasury): The names of the persons constituting the panel of arbitrators under Section 1 of the Acquisition of Land (Assessment of Compensation) Act, 1919, are Messrs. J. Willmot, H. C. Webster and F. J. Kirby. I am informed that two of these gentlemen have considerable experience in the valuation of land in Wales, but that none of them are acquainted with the Welsh language. [3rd July.

Rules and Orders.

The Local Authorities (Stock) Regulations, 1934, dated June 21, 1934, made by the Minister of Health under section 204 of the Local Government Act, 1933 (23 & 24 Geo. 5. c. 51). (S.R. & O., 1934, No. 619. Price 5d.)

The Local Government (Form of Mortgages and Transfers) Regulations, 1934, dated June 21, 1934, made by the Minister of Health under sections 205 and 206 of the Local Government Act, 1933 (23 & 24 Geo. 5. c. 51). (S.R. & O., 1934, No. 620, Price 1d.)

The County Councils (Loans for Advances to Parish Councils) Order, 1934, dated June 21, 1934, made by the Minister of Health under section 201 (1) of the Local Government Act, 1933 (23 & 24 Geo. 5. c. 51). (S.R. & O., 1934, No. 621, Price 1d.)

The Rating and Valuation (Metropolis) Acts (Returns) Rules, 1934, dated June 15, 1934, made by the Minister of Health under section 58 of the Rating and Valuation Act, 1925 (15 & 16 Geo. 5. c. 90), for prescribing the form of notices requiring returns to be made by occupiers, owners and lessees under sections 55 to 57 of the Valuation (Metropolis) Act, 1869 (32 & 33 Vict. c. 67). (S.R. & O., 1934, No. 646, Price 2d.)

The Public Health (Treatment of Infectious Disease) Regulations, 1934, dated June 25, 1934, made by the Minister of Health under section 130 of the Public Health Act, 1875 (38 & 39 Vict. c. 55), and section 2 of the Public Health (Prevention and Treatment of Disease) Act, 1913 (3 & 4 Geo. 5. c. 23). (S.R. & O., 1934, No. 674. Price 1d.)

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. H. BENSLEY WELLS, of Barn Wood, Worth, Sussex, to be Judge of the County Courts on Circuit No. 47 (Southwark, Greenwich and Woolwich) in the place of His Honour Judge Moore, deceased. The date of the appointment is the 30th June, 1934. Mr. Wells was called to the Bar by Gray's Inn in 1914.

Mr. CHARLES CLAYE ROSS, M.A., Barrister-at-Law, of Essex Court, Temple, has been appointed Attorney-General of St. Vincent, West Indies. Mr. Ross was called to the Bar by Lincoln's Inn in 1927.

Mr. ERNEST W. J. NICHOLSON, solicitor, Town Clerk of Penzance, has been appointed Assistant Town Clerk of Westminster, in succession to Mr. W. E. Adams, who has been appointed Town Clerk of Islington.

Mr. H. BIRD JONES, solicitor, of Oswestry, has been appointed Clerk of the Peace for the Borough of Oswestry in succession to the late Mr. Charles Bull. Mr. Jones was admitted a solicitor in 1920.

Mr. A. S. Broughton has been appointed Senior Assistant Solicitor to the Walsall Corporation in succession to Mr. E. G. Townsend, who has been appointed Assistant Town Clerk of Worthing. Mr. Broughton was admitted a solicitor in 1928.

Mr. Percy D. Wadsworth, LL.B. (Hons.), Assistant Solicitor to Chester Corporation, has been appointed Deputy Town Clerk of Accrington. Mr. Wadsworth was admitted in 1932.

WELFARE OF THE BLIND.

Re-appointment of Advisory Committee.

The Minister of Health has re-appointed the Advisory Committee on the Welfare of the Blind for a further period of three years. The Committee is constituted so as to afford representation to the local authorities concerned with the working of the Blind Persons Act, 1920, and to voluntary associations for the blind, as well as to organised blind workers. The following have been appointed members of the Committee :—

Lord Blanesburgh (Chairman), Mr. P. M. Evans (Vice-Chairman), Councillor W. Asbury, Mr. J. W. Black, Dr. Charles W. Brook, Mrs. Montagu Brown, Alderman C. T. Budgett, Mr. E. W. Cemlyn-Jones, Mrs. Kathleen Chambers, Councillor J. A. Clydesdale, Mrs. I. M. Cowley, Sir Ian Fraser, M.P., Dr. S. J. C. Holden, Miss J. L. King, Councillor E. H. Lee, Alderman C. Lucas, Dr. J. Middleton Martin, Mr. G. F. Mowatt, Mr. Ben Purse, Dr. J. M. Ritchie, Mr. W. H. Tate and Mr. A. H. Whipple.

The Committee will advise the Minister on matters relating to the care and supervision of the blind, including any question that may be specially referred to them by the Minister. Mr. H. G. Benjamin, of the Ministry of Health, will act as Secretary.

POINT OF PRACTICE IN COMPANY LAW.

In the course of a judgment last Tuesday, says *The Times*, Mr. Justice Eve said that in cases under ss. 265 and 266 of the Companies Act, 1929, there must in future be pleadings, or at least points of claim and defence, delivered by each side, as the task of defining the issues raised on a summons was an extremely laborious one.

WORK OF F.M.S. SUPREME COURT.

The annual report on the work of the F.M.S. Supreme Court records that during 1933 sixty-seven criminal appeals were entered, of which twenty-four were summarily rejected, five were allowed, and thirty-two were dismissed. In the Assize Courts there were 107 convictions and twenty-seven acquittals, as compared with 254 convictions and seventy-one acquittals in the previous year. The figures of convictions showed decreases of ninety-two in Perak, forty-seven in Selangor and nine in Negri Sembilan, while in the case of Pahang there was an increase of one.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.		Emergency Rota.	Appeal Court No. I.	Group I. Mr. Justice Eve. Witness. Part II.	Mr. Justice Bennett. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
July	9	Ritchie	Hicks Beach	*Ritchie	More
,,	10	Blaker	Andrews	Andrews	Ritchie
,,	11	More	Jones	*More	Andrews
,,	12	Hicks Beach	Ritchie	Ritchie	More
,,	13	Andrews	Blaker	*Andrews	Ritchie
,,	14	Jones	More	More	Andrews

Date.		Group I. Mr. Justice Crossman. Witness. Part I.	Mr. Justice Clauson. Witness. Part I.	Group II. Mr. Justice Luxmoore. Non-Witness.	Mr. Justice Farwell. Witness. Part II.
		Mr.	Mr.	Mr.	Mr.
July	9	*Andrews	*Blaker	Jones	Hicks Beach
,,	10	*More	*Jones	Hicks Beach	*Blaker
,,	11	*Ritchie	*Hicks Beach	Blaker	Jones
,,	12	Andrews	*Blaker	Jones	*Hicks Beach
,,	13	*More	Jones	Hicks Beach	Blaker
,,	14	Ritchie	Hicks Beach	Blaker	Jones

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 12th July, 1934.

	Div. Months.	Middle Price 4 July 1934.	Flat Interest Yield.	†Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d
Consols 4% 1957 or after	FA	111¼xd	3 11 9	3 5 7
Consols 2½%	JAJO	80	3 2 6	—
War Loan 3½% 1952 or after ..	JD	103¼	3 7 10	3 5 2
Funding 4% Loan 1960-90	MN	114¼	3 10 0	3 3 8
Victory 4% Loan Av. life 29 years ..	MS	112⅜	3 11 0	3 6 4
Conversion 5% Loan 1944-64 ..	MN	118	4 4 9	2 16 2
Conversion 4½% Loan 1940-44 ..	JJ	110	4 1 10	2 13 6
Conversion 3½% Loan 1961 or after..	AO	103¾	3 7 6	3 5 9
Conversion 3% Loan 1948-53 ..	MS	101½	2 19 1	2 17 3
Conversion 2½% Loan 1944-49 ..	AO	96⅞	2 11 10	2 15 10
Local Loans 3% Stock 1912 or after..	JAJO	92¼	3 5 0	—
Bank Stock	AO	359½	3 6 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83½	3 5 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	90½	3 6 4	—
India 4½% 1950-55	MN	111½	4 0 9	3 11 0
India 3½% 1931 or after	JAJO	92	3 16 1	—
India 3% 1948 or after	JAJO	79	3 15 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	115xd	3 18 3	3 12 5
Sudan 4% 1974 Red. in part after 1950	MN	110	3 12 9	3 3 10
Tanganyika 4% Guarantced 1951-71	FA	110xd	3 12 9	3 4 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101½	2 19 1	2 17 0
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	109	4 2 7	3 2 7
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 13 11
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50 ..	JJ	97½	3 11 10	3 14 2
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	109	3 13 5	3 10 0
Queensland 3½% 1950-70	JJ	98	3 11 5	3 12 0
South Africa 3½% 1953-73	JD	102	3 8 8	3 7 2
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	98	3 11 5	3 12 8
CORPORATION STOCKS				
Birmingham 3% 1947 or after ..	JJ	91	3 5 11	—
Croydon 3% 1940-60	AO	98	3 1 3	3 2 3
Essex County 3½% 1952-72 .. .	JD	104	3 7 4	3 4 1
*Hull 3½% 1925-55	FA	100xd	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	90	3 6 8	—
Liverpool 3½% Redeemable by agreement with holders or by purchase..	JAJO	102	3 8 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	77½	3 4 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	90½	3 6 4	—
Manchester 3% 1941 or after ..	FA	90xd	3 6 8	—
Metropolitan Consd. 2½% 1920-49 ..	MJSD	96	2 12 1	2 16 8
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003 ..	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73 ..	JJ	98xd	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 2
‡ Do. do. 4½% 1950-70 ..	MN	115	3 18 3	3 5 7
Nottingham 3% Irredeemable ..	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	103xd	3 8 0	3 7 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ..	JJ	105½xd	3 15 10	—
Gt. Western Rly. 4½% Debenture ..	JJ	115½xd	3 17 11	—
Gt. Western Rly. 5% Debenture ..	JJ	126½xd	3 19 1	—
Gt. Western Rly. 5% Rent Charge ..	FA	125½xd	3 19 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference ..	MA	112½	4 8 11	—
Southern Rly. 4% Debenture ..	JJ	104	3 16 11	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed ..	MA	124½	4 0 4	—
Southern Rly. 5% Preference ..	MA	111	4 10 1	—

*Not available to Trustees over par. ‡Not available to Trustees over 115.
†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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